

CITY OF WESLACO

Invitation to Bid

The City of Weslaco hereby requests sealed bids for the following:

Two (2) Zero Turn Mowers – RFB No.: 2014-15-09

Sealed bids addressed to Homer Rhodes, will be accepted at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, until **3:00 p.m. on December 5, 2014**, at which time they will be opened and read aloud. Please mark envelope, "Sealed Bid"

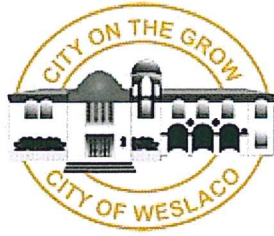
Two (2) Zero Turn Mowers – RFB No.: 2014-15-09

Potential Bidders/Respondents are advised that the bidding documents can be downloaded from the City of Weslaco web page address: www.weslacotx.gov, and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or by calling 956.447-2240. Be advised that if your company is contemplating on bidding this project you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company. (Please include your company name, address, e-mail, telephone and fax, and contact person). **No electronic bids will be accepted.**

The City of Weslaco reserves the right to accept or reject any or all bids, to waive any informalities, and to accept the bid to be the best and most advantageous to the City and to hold bids for a period of forty-five (45) days without taking action, for the purpose of reviewing the bids and investigation of bidders' qualifications prior to bid award. Bids submitted past the aforementioned date and time will not be accepted.

A handwritten signature in blue ink, which appears to read "Homer Rhodes". The signature is fluid and cursive, with the first and last names being clearly legible.

City of Weslaco
Homer Rhodes,
Purchasing Office
hrhodes@weslacotx.gov



VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit a bid for **Two (2) Zero Turn Mowers** with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **December 5, 2014** so that you may receive any addendums to the specifications should the need arise.

Homer Rhodes
City of Weslaco
Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: 956.447.2240
Fax: 956.969.8452
hrhodes@weslacotx.gov

Name: _____ Signature: _____
(print / contact person)

Title: _____ Company/Agency: _____

Mailing
Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Bid No.: 2014-15-09

1. GENERAL BID INFORMATION

Sealed proposals for zero turn mower will be received at the office of the City of Weslaco Finance Department at 255 S. Kansas Weslaco Texas 78596 Attention Homer Rhodes 3:00 PM on December 5, 2014 and immediately thereafter all bids will be publicly opened and read aloud. Please contact Homer Rhodes at 956 9683181 should you have any questions.

2. PROPOSAL FORMS

Two paper copies of the proposal are required; one electronic copy of proposal in PDF format is preferred but not required unless the proposal exceeds 10 pages which may be on disk or flash drive. All proposals must have the name of the proposal, and the proposal due date when applicable on the outside of the envelope. Bid must be signed by authorized representative of company/business placing bid at time bid is received by the City of Weslaco.

3. SUBMISSION

It shall be the responsibility of the bidder to submit a bid response which complies with: the conditions and specifications of the Request for Bids; policies and procedures of the City of Weslaco and applicable laws of the State of Texas; and any other applicable laws, regulations and requirements. Bidder will show evidence of license, expiration date and classification if required and when applicable.

4. BID REJECTION

The City reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities. The published prices by the state or any of the coalitions for RFB items shall be considered a sealed bid which the City may accept. Any other bid that is not sealed will "NOT" be accepted. Any bid received after time and date indicated will be discarded.

Proposers may not restrict the rights of the City or otherwise qualify their proposals. If a Proposer does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFB requirements or excuse the Proposer from full compliance with the RFB. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFB. In the event of multiple line items or interchangeable items, the city reserves the right to select items from multiple proposers.

Proposers must comply with all of the terms of this RFB and all applicable state laws and regulations. The City may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFB.

5. PAYMENT FOR CITY PURCHASES

Purchase orders will be issued after the RFB is reviewed and payment will be made by the City of Weslaco 30 days after commodities and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number where applicable.

6. IDEMNIFICATION

The Contractor/Vendor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor/Vendor under this agreement. The Contractor/Vendor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work. On-site vendors are required to provide proof of insurance (general liability, workers comp, auto and excess). On-site vendor will add the City of Weslaco as an additional insurer if requested.

7. COMPLIANCE

In the performance of a contract that results from this RFB, the contractor must comply with all applicable federal, state, and city regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and city taxes.

8. SUITABLE MATERIALS, ETC.

Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture. Unless otherwise specified in the RFB, product brand names or model numbers are examples of the type and of product quality required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number with a description of the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. For example, if the specifications call for 98 decibel alarm and the product offered has only 95, the city reserves the right to consider the 95 decibel alarm offering as adequate. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

9. FIRM OFFER

For the purpose of award, offers made in accordance with this RFB must be good and firm for a period of ninety (45) days from the date of quote opening or the date of complete delivery of the order placed whichever is later. The city anticipates selection within 10 business days.

10. BID PREPARATION COSTS

The City is not liable for any costs incurred by the bidder in quote preparation.

11. CONFLICT OF INTEREST

An officer or employee of the City of Weslaco may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has

the power to take or withhold official action so as to affect the award or execution of the contract. Non-controlling ownership in stock of publicly held companies or ownership of mutual funds shall not be considered as a financial interest.

12. DEFAULT

In case of default by the contractor/vendor, for any reason whatsoever, the City of Weslaco may procure the goods or services from another source and hold the contractor/vendor responsible for any resulting excess cost and may seek other remedies under law or equity.

13. CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of a contract resulting from this RFB, the contractor/vendor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

14. BILLING INSTRUCTIONS

Invoices must be billed to the Finance department at the address shown on the individual Purchase Order, Contract Award or Delivery Order. Questions concerning payment should be addressed to the Finance Department of the City of Weslaco.

15. DISCRIMINATION CLAUSE

The City of Weslaco is an equal opportunity entity and does not discriminate on the basis of age, race, sex, national origin, religion or disability in admission to, access to, or operations of its programs, services, activities, or in its awarding of such bids.

16. GENERAL

General Specifications of Actual Materials: The city reminds all bidders that the general specifications may be satisfied with equivalents or near equivalents which the city deems as acceptable. Bidders should note all exceptions to the specifications otherwise the city has the right to expect equipment as specified.

1.0 Introduction and Background

The City of Weslaco Public Utilities Department is seeking to purchase (2) 60 inch zero turn riding lawn mower.

2.0 Specifications

The mowers shall be new and the latest model available. The mower shall be fully equipped with all the listed options, and be available for use upon delivery. Any item required to meet satisfactory performance of the mower, and specifically mentioned in the RFP, shall be included in the proposal price. Pricing shall include delivery to the Public Utilities Department located at 1912 Joe Stephens Weslaco Texas 78599. The below requirements are requested for the mowers:

(1) 60" Side Discharge Zero Turn Mower

1. Kohler engine with 25 hp or better with 4 cycle motor

2. Electric Engine starter

3. Deluxe Suspension

See and complete Attachment "A" which references all requested specifications on the mowers.

3.0 Proposal Submittal

Include two copies of your proposal with the following information:

1. Completed proposal form

2. Completed specification form (Attachment A)

3. Brochure on unit proposing which clearly references all standard specifications as well as any specifications that are added to meet our minimum requirements

4.0 Warranty

UNIT COVERAGE: 5yr/1200 hrs.; 2 yr. engine; lifetime frame to original owner; 1 yr. battery – 90 days parts & labor; 91-365 days parts only; 1 yr. attachment; 90 day belts & tires; ENGINE COVERAGE: Through engine manufacturer

Complete Attached (A) Specification Form and Include Information as Requested in Section 3.0

Year: _____

Make: _____

Model: _____

Price of New 60" Zero-Turn Mower \$ _____

Total Cost Including Delivery of Two (2) Mowers \$ _____

Delivery will be _____ calendar days after receipt or purchase order.

RESPONDENTS SHALL ATTEST TO THE FACT THAT THEY HAVE READ AND ARE IN COMPLIANCE WITH ALL THE REQUIREMENTS AS STATED IN ALL OF THE AFOREMENTIONED, BY AFFIXING THEIR ORIGINAL SIGNATURE AND ENTERING OTHER INFORMATION ASKED FOR BELOW.

SIGNATURE _____

(Failure to sign will disqualify proposal)

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

Telephone No.: _____

Fax No.: _____

Email: _____

Attachment "A"

Zero Turn 60 inch Mower

Specifications

(Fill in all blank areas)

Manufacturer		
Model		
		Meet Specs Y/N
Engine		
Horsepower (gross)	23.5 HP @ 3600 (1, 2) rpm	
Displacement	726 cc	
Cylinders	Two	
Crankcase Capacity	2.0 with filter U.S. qt	
Oil Filter	Full flow, replaceable	
Lubrication	Full pressure	
Cooling	Air	
Air Cleaner	Heavy-duty canister type with safety element	
Pre-Cleaner	Yes	
Fuel System		
Fuel Type	Gas	
Fuel Consumption	1.1 U.S. gph to 1.9 U.S. gph under normal conditions,	
Fuel Tank Capacity	11.5 U.S. gal.	
Fuel Tank Switch/Shut	Yes	
Electrical System		
Charge System	20 amp	
Battery Voltage	12 V	
Cold Cranking Amp	300 CCA	
Hour Meter	Standard, digital	
Operator Presence	Brake-N-Go (hand)	
Drive Train		
Hydraulic Pumps	Tuff Torq heavy-duty integrated piston pump	
Wheel Motors	Tuff Torq heavy-duty integrated piston wheel motor	
Travel Speed		
Forward	0 - 10 mph	
Reverse	0 to 4.5 mph	
Speed and Direction	Twin levers	
Hydraulic Capacity	5.9 U.S. qt	
Filter	Internal, replaceable	
Hydraulic Oil Cooler	<i>(Fill in type)</i>	
Tires		
Drive Tires	24x9.5-12 Turf (48), 24x12-12 Turf (54, 60)	
Load Rating	4 PR	
Rear Tires	<i>(Fill in size)</i>	
Brakes		
Dynamic Braking	Twin levers	
Park Brake	Internal wet disk integrated in the transmisson	
Park Brake Actuation	Hand brake	

Attachment "A"

Zero Turn 60 inch Mower

Specifications

PTO		
Type	Electro-magnetic (200) lb-ft	
Drive	V-belt	
Mower Decks		
Available Widths	60 in.	
Deck construction	One-piece stamped steel w/reinforcements	
Deck thickness	7 gauge - 0.177 in.	
Discharge	Side, MOD	
Height-of-Cut Range	1.0 to 5.5 in.	
Increments	0.25 in.	
Cutting Width	60 in.	
Blades		
length	varies by deck size	
Thickness	0.25 in.	
Tip Speed	Approximatelt 18,000fpm	
Number	Three	
Wheels		
Caster Wheel Type	Semi-pneumatic flat-free	
Caster Wheel Size	13x6.5-6	
Front Anti-Scalp Rollers	RH, center, LH	
Rear Anti-Scalp Rollers	RH, LH, (MOD decks), RH, LH, Center (all other decks)	
Dimensions		
Length	84 in.	
Width	62,68,74,with chute down in.	
Height	73 with ROPS up; 47 with ROPS down in.	
Weight	1220 to 1283 lb - 553 to 582 kg	